Case 16-13981-BFK Doc 2 Filed 11/22/16 Entered 11/22/16 09:37:06 Desc Main Document Page 1 of 11

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF VIRGINIA

16-13981

CHAPTER 13 PLAN AND RELATED MOTIONS

Name of Debtor(s)	: Leah Lynette Wilburn	Case No:
This plan, dated No.	ovember 22, 2016, is:	
□	the <i>first</i> Chapter 13 plan filed in this case. a modified Plan, which replaces the □confirmed or □unconfirmed Plan dated.	
	Date and Time of Modified Plan Confirming Hearing: Place of Modified Plan Confirmation Hearing:	
The l	Plan provisions modified by this filing are:	

NOTICE: YOUR RIGHTS WILL BE AFFECTED. You should read these papers carefully. If you oppose any provision of this Plan, or if you oppose any included motions to (i) value collateral, (ii) avoid liens, or (iii) assume or reject unexpired leases or executory contracts, you MUST file a timely written objection.

This Plan may be confirmed and become binding, and the included motions in paragraphs 3, 6, and 7 to value collateral, avoid liens, and assume or reject unexpired leases or executory contracts may be granted, without further notice or hearing unless a written objection is filed not later than seven (7) days prior to the date set for the confirmation hearing and the objecting party appears at the confirmation hearing.

The debtor(s)' schedules list assets and liabilities as follows:

Total Assets: \$196,208.33

Total Non-Priority Unsecured Debt: \$3,591.00

Creditors affected by this modification are:

Total Priority Debt: **\$0.00**Total Secured Debt: **\$152,117.23**

Case 16-13981-BFK Doc 2 Filed 11/22/16 Entered 11/22/16 09:37:06 Desc Main Document Page 2 of 11

16-13981

- 1. Funding of Plan. The debtor(s) propose to pay the trustee the sum of \$189.87 Monthly for 24 months, then \$589.87 Monthly for 36 months. Other payments to the Trustee are as follows: NONE. The total amount to be paid into the plan is \$ 25,792.20.
- 2. **Priority Creditors.** The Trustee shall pay allowed priority claims in full unless the creditor agrees otherwise.
 - A. Administrative Claims under 11 U.S.C. § 1326.
 - 1. The Trustee will be paid the percentage fee fixed under 28 U.S.C. § 586(e), not to exceed 10%, of all sums disbursed except for funds returned to the debtor(s).
 - 2. Debtor(s)' attorney will be paid \$\(\frac{2,000.00}{} \) balance due of the total fee of \$\(\frac{2,500.00}{} \) concurrently with or prior to the payments to remaining creditors.
 - B. Claims under 11 U.S.C. §507.

The following priority creditors will be paid by deferred cash payments pro rata with other priority creditors or in monthly installments as below, except that allowed claims pursuant to 11 U.S.C. § 507(a)(1) will be paid prior to other priority creditors but concurrently with administrative claims above:

Creditor	Type of Priority	Estimated Claim	Payment and Term
-NONE-			

- 3. Secured Creditors: Motions to Value Collateral ("Cramdown"), Collateral being Surrendered, Adequate Protection Payments, and Payment of certain Secured Claims.
 - A. Motions to Value Collateral (other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) or by the final paragraph of 11 U.S.C. § 1325(a)). Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion to value collateral as set forth herein.

This section deals with valuation of certain claims secured by real and/or personal property, other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) [real estate which is debtor(s)' principal residence] or by the final paragraph of 11 U.S.C. § 1325(a) [motor vehicles purchased within 910 days or any other thing of value purchased within 1 year before filing bankruptcy], in which the replacement value is asserted to be less than the amount owing on the debt. Such debts will be treated as secured claims only to the extent of the replacement value of the collateral. That value will be paid with interest as provided in sub-section D of this section. You must refer to section 3(D) below to determine the interest rate, monthly payment and estimated term of repayment of any "crammed down" loan. The deficiency balance owed on such a loan will be treated as an unsecured claim to be paid only to the extent provided in section 4 of the Plan. The following secured claims are to be "crammed down" to the following values:

<u>Creditor</u> <u>Collateral</u> <u>Purchase Date</u> <u>Est Debt Bal.</u> <u>Replacement Value</u> -NONE-

B. Real or Personal Property to be Surrendered.

Upon confirmation of the Plan, or before, the debtor(s) will surrender his/her/their interest in the collateral securing the claims of the following creditors in satisfaction of the secured portion of such creditors' allowed claims. To the extent that the collateral does not satisfy the claim, any timely filed deficiency claim to which the creditor is entitled may be paid as a non-priority unsecured claim. Confirmation of the Plan shall terminate the automatic stay as to the interest of the debtor(s) and the estate in the collateral.

<u>Creditor</u> <u>Collateral Description</u> <u>Estimated Value</u> <u>Estimated Total Claim</u>

Case 16-13981-BFK Doc 2 Filed 11/22/16 Entered 11/22/16 09:37:06 Desc Main Document Page 3 of 11

C. Adequate Protection Payments.

16-13981

The debtor(s) propose to make adequate protection payments required by 11 U.S.C. § 1326(a) or otherwise upon claims secured by personal property, until the commencement of payments provided for in sections 3(D) and/or 6(B) of the Plan, as follows:

Creditor

Collateral Description

Adeq. Protection
Monthly Payment

To Be Paid By

-NONE-

Any adequate protection payment upon an unexpired lease of personal property assumed by the debtor(s) pursuant to section 6(B) of the Plan shall be made by the debtor(s) as required by 11 U.S.C. § 1326(a)(1)(B) (payments coming due after the order for relief).

D. Payment of Secured Claims on Property Being Retained (except only those loans provided for in section 5 of the Plan):

This section deals with payment of debts secured by real and/or personal property [including short term obligations, judgments, tax liens and other secured debts]. After confirmation of the Plan, the Trustee will pay to the holder of each allowed secured claim, which will be either the balance owed on the indebtedness or, where applicable, the collateral's replacement value as specified in sub-section A of this section, whichever is less, with interest at the rate provided below, the monthly payment specified below until the amount of the secured claim has been paid in full. Upon confirmation of the Plan, the valuation and interest rate shown below will be binding unless a timely written objection to confirmation is filed with and sustained by the Court.

Creditor

Collateral

Approx. Bal. of Debt or "Crammed Down" Value

Interest Rate

Monthly Paymt & Est. Term**

-NONE-

E. Other Debts.

Debts which are (i) mortgage loans secured by real estate which is the debtor(s)' primary residence, or (ii) other long term obligations, whether secured or unsecured, to be continued upon the existing contract terms with any existing default in payments to be cured pursuant to 11 U.S.C. § 1322(b)(5), are provided for in section 5 of the Plan.

- 4. Unsecured Claims.
 - **A. Not separately classified.** Allowed non-priority unsecured claims shall be paid pro rata from any distribution remaining after disbursement to allowed secured and priority claims. Estimated distribution is approximately **_0** %. The dividend percentage may vary depending on actual claims filed. If this case were liquidated under Chapter 7, the debtor(s) estimate that unsecured creditors would receive a dividend of approximately **_100** %.
 - B. Separately classified unsecured claims.

Creditor -NONE-

Basis for Classification

<u>Treatment</u>

Case 16-13981-BFK Doc 2 Filed 11/22/16 Entered 11/22/16 09:37:06 Desc Main Document Page 4 of 11

- 5. Mortgage Loans Secured by Real Property Constituting the Debtor(s)' Primary Residence; Other Long Term 3 9 8 1 Payment Obligations, whether secured or unsecured, to be continued upon existing contract terms; Curing of any existing default under 11 U.S.C. § 1322(b)(5).
 - A. Debtor(s) to make regular contract payments; arrears, if any, to be paid by Trustee. The creditors listed below will be paid by the debtor(s) pursuant to the contract without modification, except that arrearages, if any, will be paid by the Trustee either pro rata with other secured claims or on a fixed monthly basis as indicated below, without interest unless an interest rate is designated below for interest to be paid on the arrearage claim and such interest is provided for in the loan agreement.

		Regular		Arrearage		Monthly
		Contract	Estimated	Interest	Estimated	Arrearage
Creditor	Collateral	Payment	<u>Arrearage</u>	Rate	Cure Period	Payment
Apple Federal Credit	2012 Hyndai Sonata 120000	400.00	0.00	0%	0 months	
Union	miles					
Wells Fargo Home	2857 Gloucester Court	1,130.00	21,000.00	0%	49 months	Prorata
Mortgage	Woodbridge, VA 22191 Prince					
	William County					
	Zillow Valuation					

B. Trustee to make contract payments and cure arrears, if any. The Trustee shall pay the creditors listed below the regular contract monthly payments that come due during the period of this Plan, and pre-petition arrearages on such debts shall be cured by the Trustee either pro rata with other secured claims or with monthly payments as set forth below.

		Regular			Monthly
		Contract	Estimated Interest	Term for	Arrearage
<u>Creditor</u>	<u>Collateral</u>	Payment	Arrearage Rate	<u>Arrearage</u>	Payment
-NONE-					

C. Restructured Mortgage Loans to be paid fully during term of Plan. Any mortgage loan against real estate constituting the debtor(s)' principal residence upon which the last scheduled contract payment is due before the final payment under the Plan is due shall be paid by the Trustee during the term of the Plan as permitted by 11 U.S.C. § 1322(c)(2) with interest at the rate specified below as follows:

		Interest	Estimated	
Creditor	<u>Collateral</u>	Rate	Claim	Monthly Paymt& Est. Term**
-NONE-				

- **6. Unexpired Leases and Executory Contracts.** The debtor(s) move for assumption or rejection of the executory contracts and leases listed below.
 - A. Executory contracts and unexpired leases to be rejected. The debtor(s) reject the following executory contracts.

Creditor	Type of Contract
-NONE-	

B. Executory contracts and unexpired leases to be assumed. The debtor(s) assume the following executory contracts. The debtor agrees to abide by all terms of the agreement. The Trustee will pay the pre-petition arrearages, if any, through payments made pro rata with other priority claims or on a fixed monthly basis as indicated below.

			Monthly	Estimata d
			Payment	Estimated
Creditor	Type of Contract	Arrearage	for Arrears	Cure Period
-NONE-				

Case 16-13981-BFK Doc 2 Filed 11/22/16 Entered 11/22/16 09:37:06 Desc Main Document Page 5 of 11

7. Liens Which Debtor(s) Seek t	to Avoid.
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16 - 13981

A. The debtor(s) move to avoid liens pursuant to 11 U.S.C. § 522(f). The debtor(s) move to avoid the following judicial liens and non-possessory, non-purchase money liens that impair the debtor(s)' exemptions. Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion and cancel the creditor's lien. If an objection is filed, the Court will hear evidence and rule on the motion at the confirmation hearing.

Creditor -NONE-

Collateral

Exemption Amount

Value of Collateral

B. Avoidance of security interests or liens on grounds other than 11 U.S.C. § 522(f). The debtor(s) have filed or will file and serve separate pleadings to avoid the following liens or security interests. The creditor should review the notice or summons accompanying such pleadings as to the requirements for opposing such relief. The listing here is for information purposes only.

Creditor -NONE-

Type of Lien

Description of Collateral

Basis for Avoidance

- 8. Treatment and Payment of Claims.
 - All creditors must timely file a proof of claim to receive payment from the Trustee.
 - If a claim is scheduled as unsecured and the creditor files a claim alleging the claim is secured but does not timely object to confirmation of the Plan, the creditor may be treated as unsecured for purposes of distribution under the Plan. This paragraph does not limit the right of the creditor to enforce its lien, to the extent not avoided or provided for in this case, after the debtor(s) receive a discharge.
 - If a claim is listed in the plan as secured and the creditor files a proof of claim alleging the claim is unsecured, the creditor will be treated as unsecured for purposes of distribution under the Plan.
 - The Trustee may adjust the monthly disbursement amount as needed to pay an allowed secured claim in full.
- **Vesting of Property of the Estate.** Property of the estate shall revest in the debtor(s) upon confirmation of the Plan. Notwithstanding such vesting, the debtor(s) may not sell, refinance, encumber real property or enter into a mortgage loan modification without approval of the Court after notice to the Trustee, any creditor who has filed a request for notice and other creditors to the extent required by the Local Rules of this Court.
- **10. Incurrence of indebtedness.** The debtor(s) shall not voluntarily incur additional indebtedness exceeding the cumulative total of \$5,000 principal amount during the term of this Plan, either unsecured or secured against personal property, except upon approval of the Court after notice to the Trustee, any creditor who has filed a request for notice, and other creditors to the extent required by the Local Rules of this Court.
- 11. Other provisions of this plan:

Signatures:	
Dated: November 22, 2016	
/s/ Leah Lynette Wilburn	/s/ Michael J. O. Sandler
Leah Lynette Wilburn	Michael J. O. Sandler
Debtor	Debtor's Attorney

Exhibits: Copy of Debtor(s)' Budget (Schedules I and J);

Matrix of Parties Served with Plan

Case 16-13981-BFK Doc 2 Filed 11/22/16 Entered 11/22/16 09:37:06 Desc Main Document Page 6 of 11

16-13981

Certificate of Service

I certify that on November 22, 2016, I mailed a copy of the foregoing to the creditors and parties in interest on the attached Service List.

/s/ Michael J. O. Sandler
Michael J. O. Sandler
Signature

12801 Darby Brooke Court
Suite 201
Woodbridge, VA 22192
Address

703-494-3323
Telephone No.

Ver. 09/17/09 [effective 12/01/09]

Case 16-13981-BFK Doc 2 Filed 11/22/16 Entered 11/22/16 09:37:06 Desc Main Document Page 7 of 11

Eill	in this information to identify your or	200:							16-1	.3981
	in this information to identify your ca									
Dei	otor 1 Leah Lynette	e Wilburn			_					
	otor 2 puse, if filing)				_					
Uni	ted States Bankruptcy Court for the	EASTERN DISTRICT	OF VIRGINIA		_					
	se number 		-			□ A □ A		ed filing ent showing	g postpetition	chapter
0	fficial Form 106I					Ī.	IM / DD/ Y	/YYY	Ū	
S	chedule I: Your Inc	ome					, 55, .			12/15
sup spo atta	as complete and accurate as possiblying correct information. If you use. If you are separated and you ch a separate sheet to this form.	are married and not fili r spouse is not filing w	ng jointly, and your ith you, do not incl	spouse i ude inforr	s livi natio	ing with on about	you, incl your spo	ude inforn ouse. If mo	nation about ore space is	your needed,
1.	Fill in your employment information.		Debtor 1				Debtor 2	2 or non-fi	ling spouse	
	If you have more than one job,	Employment status	■ Employed				☐ Empl	oyed		
attach a separate page with information about additional		Employment status	☐ Not employed				☐ Not e	mployed		
	employers.	Occupation	Check Process	sing Sup	ervi	sor				
	Include part-time, seasonal, or self-employed work.	Employer's name	Navy Federal C	Credit Un	ion					
	Occupation may include student or homemaker, if it applies.	Employer's address	820 Follin Land Vienna, VA 221							
		How long employed t	here? 9 year	s						
Par	t 2: Give Details About Mor	thly Income					_			
Esti	mate monthly income as of the dause unless you are separated.	•	you have nothing to	report for	any I	ine, write	\$0 in the	space. Inc	clude your no	n-filing
-	u or your non-filing spouse have mo e space, attach a separate sheet to		ombine the informati	on for all e	emplo	yers for	that perso	on on the lir	nes below. If	you need
						For Dek	otor 1		otor 2 or ng spouse	
2.	List monthly gross wages, sala deductions). If not paid monthly, or			2.	\$	4	,983.33	\$	N/A	
3.	Estimate and list monthly overt	me pay.		3.	+\$		0.00	+\$	N/A	
4.	Calculate gross Income. Add lin	ne 2 + line 3.		4.	\$	4,98	33.33	\$	N/A	

Case 16-13981-BFK Doc 2 Filed 11/22/16 Entered 11/22/16 09:37:06 Desc Main Document Page 8 of 11

Debtor 1	Leah Lynette Wilburn	_	Case r	number (if known)		16-1	L3981
			For	Debtor 1	For Debt		
C	opy line 4 here	4.	\$	4,983.33	\$	N/A	
5. Li	st all payroll deductions:			<u> </u>			-
5a		5a.	\$	715.00	\$	N/A	
5b		5b.	\$	0.00	\$	N/A	-
50	Voluntary contributions for retirement plans	5c.	\$	195.00	\$	N/A	-
50		5d.	\$	98.35	\$	N/A	_
5e		5e.	\$	294.67	\$	N/A	-
5f	3	5f.	\$ \$	0.00	\$ \$	N/A	-
5g 5h	,	5g. 5h.+	· : —	0.00 41.67	· · · · · · · · · · · · · · · · · · ·	N/A N/A	-
O.	Legal services		\$_	24.77	\$	N/A	-
6. A	dd the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6.	\$	1,369.46	\$	N/A	=
7. C a	alculate total monthly take-home pay. Subtract line 6 from line 4.	7.	\$	3,613.87	\$	N/A	-
	st all other income regularly received:		· —		· <u></u>		-
88	a. Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total						
	monthly net income.	8a.	\$	0.00	\$	N/A	_
8b 8c		8b.	\$	0.00	\$	N/A	-
OC.	regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c.	\$	0.00	\$	N/A	
80		8d.	\$	0.00	\$	N/A	-
86	e. Social Security	8e.	\$	0.00	\$	N/A	-
8f	Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify:	e 8f.	\$	0.00	\$	N/A	_
80		8g.	\$	0.00	\$	N/A	=
8h	n. Other monthly income. Specify: Pro-rated tax refund	8h.+	\$	100.00	+ \$	N/A	-
9. A	dd all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9.	\$	100.00	\$	N/A	\
10 C :	alculate monthly income. Add line 7 + line 9.	10. \$	•	3,713.87 + \$	N/	A = \$	3,713.87
	dd the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.			7,7 10.07	147	` • -	3,7 13.07
In ot Do	tate all other regular contributions to the expenses that you list in Schedule clude contributions from an unmarried partner, members of your household, your her friends or relatives. To not include any amounts already included in lines 2-10 or amounts that are not pecify:	depen			ted in Sched	ule J. . +\$	0.00
W	dd the amount in the last column of line 10 to the amount in line 11. The restrict that amount on the Summary of Schedules and Statistical Summary of Certal oplies						3,713.87
						Combin	ned y income
13. D	o you expect an increase or decrease within the year after you file this form	1?					,

Official Form 106I Schedule I: Your Income page 2

Case 16-13981-BFK Doc 2 Filed 11/22/16 Entered 11/22/16 09:37:06 Desc Main Document Page 9 of 11

16-13981

Fill	in this information to identify yo	our case:				16-13981
	tor 1 Leah Lynette				c if this is:	
!	tor 2 ouse, if filing)				ū	ring postpetition chapter he following date:
Unite	ed States Bankruptcy Court for the	: EASTERN DISTRICT OF VIRGIN	IA	<u> </u>	MM / DD / YYYY	
	e number nown)					
	ficial Form 106J	F				
Be a		s possible. If two married people are eded, attach another sheet to this to				
Part 1.	Describe Your House Is this a joint case?	ehold				
	No. Go to line 2. ☐ Yes. Does Debtor 2 live ☐ No ☐ Yes. Debtor 2 must	in a separate household? st file Official Form 106J-2, Expenses	for Separate Househo	<i>ld</i> of Debto	or 2.	
2.	Do you have dependents?	□ No				
	Do not list Debtor 1 and Debtor 2.	Yes. Fill out this information for each dependent	Dependent's relations Debtor 1 or Debtor 2	ship to	Dependent's age	Does dependent live with you?
	Do not state the dependents names.		Daughter		6	□ No ■ Yes □ No □ Yes □ No □ Yes □ No □ Yes
3.	Do your expenses include expenses of people other t yourself and your depende					☐ Yes
Esti exp app	enses as of a date after the licable date. ude expenses paid for with	ng Monthly Expenses our bankruptcy filing date unless y bankruptcy is filed. If this is a supp non-cash government assistance if d have included it on Schedule I: Y	lemental <i>Schedule J</i> , f you know			
	raide of such assistance and icial Form 106L)	a nave included it on <i>Schedule I: 1</i>	our income		Your expe	enses
4.	The rental or home owners payments and any rent for the	thip expenses for your residence. In e ground or lot.	nclude first mortgage	4. \$	_	1,130.00
	If not included in line 4:					
5.	4c. Home maintenance, re4d. Homeowner's associa	s, or renter's insurance spair, and upkeep expenses tion or condominium dues ents for your residence, such as ho	me equity loans	4a. \$ 4b. \$ 4c. \$ 4d. \$ 5. \$		0.00 0.00 60.00 65.00 0.00

Case 16-13981-BFK Doc 2 Filed 11/22/16 Entered 11/22/16 09:37:06 Desc Main Document Page 10 of 11

Debtor	Leah Lynette Wilburn	Case num	nber (if known)	16-13981
6. Ut i	lities:			10 10301
6. 6 1		6a.	\$	100.00
6b	• • • •	6b.	·	50.00
6c.	Telephone, cell phone, Internet, satellite, and cable services	6c.	i ———	117.00
6d		6d.	· ·	115.00
	od and housekeeping supplies	7.	·	
	ildcare and children's education costs	7. 8.	·	400.00
-		o. 9.		300.00
	othing, laundry, and dry cleaning		·	50.00
	rsonal care products and services	10.	·	25.00
	dical and dental expenses	11.	\$	25.00
	Insportation. Include gas, maintenance, bus or train fare. not include car payments.	12.	\$	250.00
	tertainment, clubs, recreation, newspapers, magazines, and books	13.	·	0.00
	aritable contributions and religious donations	14.		200.00
	urance.		Ψ	200.00
-	not include insurance deducted from your pay or included in lines 4 or 20.			
	a. Life insurance	15a.	\$	87.00
15	o. Health insurance	15b.	\$	0.00
15	c. Vehicle insurance	15c.	\$	150.00
	d. Other insurance. Specify:	15d.	·	0.00
	Kes. Do not include taxes deducted from your pay or included in lines 4 or 20.		<u> </u>	
	ecify:	16.	\$	0.00
	tallment or lease payments:			
	a. Car payments for Vehicle 1	17a.	· ·	400.00
	o. Car payments for Vehicle 2	17b.	\$	0.00
17	c. Other. Specify:	17c.	\$	0.00
	d. Other. Specify:	17d.	\$	0.00
	ur payments of alimony, maintenance, and support that you did not report as		¢	0.00
	ducted from your pay on line 5, Schedule I, Your Income (Official Form 106I).	18.		
	ner payments you make to support others who do not live with you.	19.	\$	0.00
	ecify: ner real property expenses not included in lines 4 or 5 of this form or on <i>Sch</i> e		our Incomo	
	a. Mortgages on other property	20a.		0.00
	b. Real estate taxes	20b.	·	0.00
	c. Property, homeowner's, or renter's insurance	20c.	· ·	0.00
	d. Maintenance, repair, and upkeep expenses	20d.		
	Homeowner's association or condominium dues	20d. 20e.	·	0.00
			Ψ +\$	0.00
21. Ot	ner: Specify:		+\$	0.00
	culate your monthly expenses			
22	a. Add lines 4 through 21.		\$	3,524.00
22	b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2		\$	
22	c. Add line 22a and 22b. The result is your monthly expenses.		\$	3,524.00
23 Ca	Iculate your monthly net income.			
	a. Copy line 12 (your combined monthly income) from Schedule I.	23a.	\$	3,713.87
	b. Copy your monthly expenses from line 22c above.	23b.		3,524.00
23	5. Oopy your monuny expenses nomine 220 above.	230.	Ψ	3,324.00
23	c. Subtract your monthly expenses from your monthly income.			
	The result is your monthly net income.	23c.	\$	189.87
			_	
24. Do	o you expect an increase or decrease in your expenses within the year after you file this form? or example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a			
	example, do you expect to finish paying for your car loan within the year or do you expect you dification to the terms of your mortgage?	mongage	payment to increase	or decrease because of a
_	No.			
	No. Explain here:			

16-13981

Apple Federal Credit Union P.O. Box 1200 Fairfax, VA 22038

Wells Fargo Home Mortgage P.O. Box 14411 Des Moines, IA 50306